

# EXHIBIT B

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

---

ESTATE OF EITAM HENKIN, <i>et al.</i>	:	
	:	
Plaintiffs,	:	
	:	
-against-	:	No. 19-cv-05394-BMC
	:	
KUVEYT TÜRK KATILIM BANKASI A.Ş.,	:	
	:	
Defendant.	:	
	:	

---

**PLAINTIFFS' FIRST SET OF REQUESTS FOR THE  
PRODUCTION OF DOCUMENTS TO KUVEYT TÜRK**

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Plaintiffs hereby request that Defendant Kuveyt Türk Katilim Bankasi A.Ş. (“Kuveyt Türk” or “Defendant”) produce documents in response to the following Document Requests, in accordance with the definitions and instructions set forth below, on or before March 24, 2025, per the governing Case Management Plan (Dkt. No. 73-1), at the offices of Stein Mitchell Beato & Missner LLP, 2000 K Street NW, Suite 600, Washington, D.C. 20006, or at such place and time as may be agreed upon by counsel.

**INSTRUCTIONS**

1. Pursuant to Rule 26(e) of the Federal Rules of Civil Procedure, these Document Requests shall be deemed to be continuing in nature so that if Defendant, its directors, officers, employees, agents, or any person acting, or purporting to act, on its behalf subsequently discovers or obtains possession, custody or control of any Document previously requested or required to be produced, Defendant shall promptly produce such Document.

2. In producing Documents and other materials, you are to furnish all Documents or things in your possession, custody or control, regardless of whether such Documents or materials

are possessed directly by you or your directors, officers, agents, employees, representatives, subsidiaries, managing agents, affiliates, or investigators, or by your attorneys or their agents, employees, representatives or investigators.

3. In producing Documents, you are to produce the original of each Document requested, together with all non-identical copies and drafts of such Documents. If the original of any Document cannot be located, a copy shall be produced in lieu thereof, and shall be legible and bound or stapled in the same manner as the original.

4. If any requested Document or thing cannot be produced in full, you are to produce it to the extent possible, indicating which Document, or portion of such Document, is being withheld, and the reason that Document is being withheld.

5. Documents not otherwise responsive to these Document Requests shall be produced if such Documents mention, discuss, refer to, or explain the Documents that are implicated by these Document Requests, or if such Documents are attached to Documents implicated by these Document Requests and constitute routing slips, transmittal memoranda, letters, cover sheets, comments, evaluations or similar materials.

6. All Documents shall be produced in the same order as they are kept or maintained by you in the ordinary course of your business.

7. All Documents shall be produced in the file folder, envelope or other container in which the Documents are kept or maintained by you. If for any reason the container cannot be produced, produce copies of all labels or other identifying marks.

8. Documents shall be produced in such fashion as to identify the department, branch or office in whose possession they were located and, where applicable, the natural person in whose possession they were found and the business address of each Document's custodian(s).

9. Documents attached to each other should not be separated.

10. If a Document once existed and has subsequently been lost, destroyed, or is otherwise missing, please provide sufficient information to identify the Document and state the details concerning its loss.

11. In responding to these Document Requests you are to include Documents:

(a) obtained from witnesses who gave information to any governmental agency or investigatory body; (b) that constitute or concern testimony or summaries of testimony or other statements in connection with any governmental agency or investigatory body proceedings or investigations; or  
(c) obtained on your behalf by counsel in preparing for testimony or interviews before any governmental agency or investigatory body.

12. If you claim the attorney-client privilege or any other privilege or work product protection for any Document, you shall provide a detailed privilege log that contains at least the information required by Local Rule 26.2(a)(2)(A) of the Local Rules of the United States District Courts for the Southern and Eastern Districts of New York (the “Local Rules”) for each Document that you have withheld.

### **DEFINITIONS**

As used herein, the following terms are defined as follows:

1. “Person” is synonymous with the definition contained in Local Rule 26.3 of the Local Rules.

2. “You,” “your,” “Defendant,” or “Kuveyt Türk” refers to Defendant Kuveyt Türk Katilim Bankasi A.Ş. including all divisions, subdivisions, units, parents, subsidiaries, and affiliates, and to all persons acting or purporting to act on Kuveyt Türk’s behalf, including

employees, supervisors, managers, executives, board members, officers, directors, agents, and contractors.

3. “Agent” shall mean any past or present director, officer, counsel, shareholder, representative, consultant or employee of any person or entity or any person who assisted or acted or purported to act or assist for or on behalf of such person or entity.

4. “Communication” is synonymous with the definition contained in Local Rule 26.3 of the Local Rules.

5. “Meeting” means, without limitation, any assembly, convocation, encounter or contemporaneous presence of two or more persons for any purpose, whether planned, arranged, scheduled or not.

6. “Employee” means, without limitation, current and former officers, directors, executives, managers, sales personnel, secretaries, clerical staff, messengers, or any other person employed by Defendant or Defendant’s agents.

7. “Document” is synonymous in meaning and equal in scope to the usage of this term in Federal Rule of Civil Procedure 34, including, without limitation, electronically stored information. A draft or non-identical copy is a separate document within the meaning of this term.

8. “Concerning” is synonymous with the definition contained in Local Rule 26.3 of the Local Rules.

9. “And/Or” is synonymous with the definition contained in Local Rule 26.3 of the Local Rules.

10. “All/Any/Each” is synonymous with the definition contained in Local Rule 26.3 of the Local Rules.

11. “Account-Related Documents” means account opening documentation, all “Know

Your Customer” (including enhanced due diligence as defined in 31 CFR § 1010.610) data created concerning the accountholder including risk-based assessments of customers and transactions, internal reports (including investigative reports), all other Communications with the accountholder or concerning the accountholder, all account statements, all cancelled checks, and deposit slips.

12. “Fund transfers records” includes, but is not limited to, electronic funds transfers such as SWIFT (“Society for Worldwide Interbank Financial Telecommunication”) messages, including, but not limited to MT 103 and MT 202 messages, CHIPS (“Clearing House Interbank Payments System”) messages, letters of credit, bills of exchange, guarantees, and book entry transfers or other internal payment message systems used by Kuveyt Türk, documents generated by Kuveyt Türk as part of its screening and reporting of transactions and any forms provided by Kuveyt Türk to customers to initiate funds transfers and to receive notifications of receipt of funds transfers.

13. “Most Relevant Period” means January 1, 2012 to January 30, 2019.

#### **DOCUMENT REQUESTS**

1. All Account-Related Documents for any accounts maintained at Kuveyt Türk (during the Most Relevant Period) by the following persons and entities:

- a. IHH
- b. Islamic University of Gaza
- c. Jihad Muhammad Shaker Yaghmour (a/k/a Jihad Yaghmour; a.k.a. Jihat Yahgmur; a.k.a. Cihat Yagmur; a.k.a. Jihat Yagmur)
- d. Jamal N. al-Khoudary (a/k/a Jamal Naji Shehadeh al-Kudari; a.k.a. Jamal al-Khudari; a.k.a. Jamal Naji Khudari; a.k.a. Jamal Naji Elkhoudary)
- e. Abu Ubaydah Khayri Hafiz al-Agha
- f. Saleh al-Arouri (a/k/a Salih al-Aruri; a.k.a. Salih al-Aruri; a.k.a. Salah al-Arouri; a.k.a. Saleh Muhammad Suleiman al-Aruri; a.k.a. Salah al-Aruri; Saleh al-Aruri; a.k.a. Salih Muhammad Sulayman Saleh al-Aruri; a.k.a. Salih Muhammad Sulayman; a.k.a. Abu Muhammad; a.k.a. Salih Dar Sulaiman; a.k.a. Salih Suleiman)
- g. Ansaar International e.V.

h. Deniz Feneri Welfare and Solidarity Association  
2. To the extent such persons and entities were customers of the Defendant during the Most Relevant Period, all Fund Transfers Records for such persons and entities during the Most Relevant Period:

- a. Ali Abdulkareem Abduljaleel Abduljaleel
- b. Advancity Co.
- c. AG Yapi Co.
- d. Abu Ubaydah Khayri Hafiz al-Agha
- e. Usaab Abdullah Jubair al-Ahmed
- f. Musa Daud Muhammad Akari
- g. Al Aqsa Foundation
- h. Ahmed M. M. Alaqad
- i. Usama Ali (a/k/a Osama Ali; a.k.a. Oussama Ali; a.k.a. Oussama Abd-El-Karim Ali; a.k.a. Osama Radwan; a.k.a. Osama Abd Al Karim Radwan; a.k.a. Usama Ali Rizwan)
- j. Al-Markaziya Li-Siarafa (a/k/a Al Mutahadun Company; a.k.a Al Mutahadun for Exchange)
- k. Amer Kamal Sharif Alshawa (a/k/a Amar al-Shava; a.k.a. Amer Alshava; a.k.a. Amer al-Shava; a.k.a. Amer al-Shawa; a.k.a. Amer Kamel Alshawa)
- l. Oveida Amira
- m. Ansaar International e.V.
- n. Azzam Aqraa (a/k/a Azzam Hassani al-Aqraa)
- o. Arab China Trading Company (a/k/a Arab Company To State Trading; a.k.a. Arab Trading Company China)
- p. Saleh al-Arouri (a/k/a Salih al-Aruri; a.k.a. Salih al-Aruri; a.k.a. Salah al-Arouri; a.k.a. Saleh Muhammad Suleiman al-Arouri; a.k.a. Salah al-Aruri; Saleh al-Aruri; a.k.a. Salih Muhammad Sulayman Saleh al-Aruri; a.k.a. Salih Muhammad Sulayman; a.k.a. Abu Muhammad; a.k.a. Salih Dar Sulaiman; a.k.a. Salih Suleiman)
- q. Hasmet Aslan; (a/k/a Hisham Younis Yahia Qafisheh a.k.a. Hisham Younis Yahya Qafisheh; a.k.a. Hisham Yunis Ichiyeh Qafisheh; a.k.a. Hisham Yunis Yahya Qafishih; a.k.a. Hisham Yunis Yahya Qufayshah)
- r. Izaddin Atun
- s. Abdullah Abu Ayyash
- t. Husam Badran
- u. Ahmed Bahar (a/k/a Ahmed Mohamed Bahar)
- v. Tamer Barud

- w. Fadi al-Batsh
- x. Brothers for Money Exchange and Remittances (a/k/a Samir Exchange)
- y. Buy Cash Money and Money Transfer Company
- z. Deniz Feneri Welfare and Solidarity Association
- aa. Haroun Mansour Yaqoub Nasser al-Din (a/k/a Harun Mansur Ya'qub Nasir-al-Din; a.k.a. Haroun Nasser Aldin; a.k.a. Harun Nasr-al-Din; a.k.a. Serkan Kaya)
- bb. Musa Muhammad Salim Dudin
- cc. Ayman Ahmad Al-Duwaik (a.k.a. Aiman Ahmad R. al Duwaik; Aiman Ahmad Rashed al-Duwaik)
- dd. Essam Salih Mustafa Yussuf
- ee. Expert Yapi Co.
- ff. Filistin Dayanışma Derneği (FIDDER)
- gg. Geneva Exchange in Gaza
- hh. Nasim Hamada
- ii. Harakat al-Muqawama al-Islamiyya (a/k/a Hamas)
- jj. Abd al-Hakim Hanani
- kk. Ismail Haniyeh (a/k/a Ismail Abdel Salam Ahmed Haniyeh; a.k.a. Ismail Haniya; a.k.a. Ismail Haniyah; a.k.a. Ismail Haniyyah; a.k.a. Ismael Haniyah; a.k.a. Ismael Haniya; a.k.a. Ismayil Haniyeh; a.k.a. Ismail Hanieh)
- ll. Khalil Isma'il Ibrahim al-Hayya
- mm. Herzallah Exchange
- nn. Thair Abd Al Raziq Shukri Hirzallah (a/k/a Thair Abd Al Razzaq Shukri Hirzallah; a.k.a. Tha'ir 'Abd-al-Raziq Shukri Hirzallah; a.k.a. Thafir Hirzallah)
- oo. Samir 'Abd Al-Mu'in 'Abd Hirzallah (a/k/a Abd al-Mu'in 'Abd Ismail Hirzallah; a.k.a. Samer Abdulmoaien Abed Herzallah; a.k.a. Sameer Abdel Mueen Abed Herzallah; a.k.a. Sameer Abdulmooti Herzallah; a.k.a. Samir Herzallah)
- pp. The Foundation for Human Rights and Freedoms and Humanitarian Relief ("IHH")
- qq. Imas Company
- rr. Intimaa – The International Campaign to Preserve the Palestinian Identity
- ss. Islamic University of Gaza
- tt. Jamal Issa (a/k/a Jamal Abu Baker)
- uu. IYS Yapi Co.
- vv. Daram Jabarin
- ww. Zaher Ali Moussa Jabarin (a/k/a Zahar Jabarin; a.k.a. Zaher Ali Mousa Jabarin; a.k.a. Zahir Jabarin; a.k.a. Zahir Ali Mousa Jabbareen; a.k.a. Zaher Ali Mousa Jibril)
- xx. Zaher Jabarin (a/k/a Zahir Ali Mousa Jabbareen; a.k.a. Zaher Ali Mousa Jabarin; a.k.a. Zahir Jabarin; a.k.a. Zahar Jabarin; a.k.a. Zaher Ali Mousa Jibril)

- yy. Waled Mohammad Mustafa Jadallah (a/k/a Waleed Mohammad Mustafa Jad Allah; a.k.a Walid Jadallah)
- zz. Ahmad Sadu Jahleb (a/k/ Yousef Aljihlib; a.k.a. Ahmed Jahleb; a.k.a. Ahmed Sadu Yousef Jahleb; a.k.a. Ahmad Saado Yusuf Jakhlab)
- aaa. Yussef Taher Mahmoud al Karem
- bbb. Majid Abu Katish
- ccc. Mehmet Kaya (a/k/a Muhammad Kaya)
- ddd. Mehmet Kaya
- eee. Ayman Mohammad Abu Khalil (a/k/a Bakri Hanifa)
- fff. Reda Ali Khamis
- ggg. Khdamati Geneva Company for Electronic Services
- hhh. Jamal N. al-Khoudary (a/k/a Jamal Naji Shehadeh al-Kudari; a.k.a. Jamal al-Khudari; a.k.a. Jamal Naji Khudari; a.k.a. Jamal Naji Elkhoudary)
- iii. Hamed al-Khoudary
- jjj. Mahmoud Lawisi
- kkk. Arwa Saleh M. Mangoush (a/k/a/ Saleh Mabrouk O. Mangoush)
- lll. Salama Aziz Muhammad Mari (a/k/a Salame Aziz Muhammad Mara'i)
- mmm. Muhammad Masri
- nnn. Ismael Salman Mosleh (a/k/a Ismail Tash; a.k.a. Isma'il Tash; a.k.a. Ismail Salman)
- ooo. Mohammed Mushanish
- ppp. Zakaria Najib
- qqq. Fawaz Mahmud Ali Nasser
- rrr. Maher Rebhi Obeid
- sss. Ahmed Sharif Abdallah Odeh (a/k/a Ahmad Odeh; a.k.a. Ahmed Odeh; a.k.a. Ahmed Sharif Abdullah Odeh; a.k.a. Ahmed Charif Abdellah Ouda; a.k.a. Ahmad Udih)
- ttt. Ebru Özkan
- uuu. Esmail Qaani (a/k/a Esmail Ghani; a.k.a.Ismail Akbar Nezhad; a.k.a. Esmaeil Ghaani Akbarnejad; a.k.a.Esmail Qani; a.k.a. Esma'il Gha'ani; a.k.a. Esmail Ghaani; a.k.a. Esma'il Qa'ani)
- vvv. Hisham Younis Yahia Qafisheh (a/k/a Hisham Younis Yahya Qafisheh; a.k.a. Hisham Yunis Yahya Qafishih; a.k.a. Hisham Yunis Yahya Qufayshah; a.k.a. Hasmet Aslan; a.k.a.Hisham Yunis Ichiyeh Qafisheh)
- www. Abd Al-Rahman Ismail Abd Al-Rahman Ghanimat(a/k/a Abd al Rahman Ghanimat; a.k.a. Abd al Rahman Ranimat)
- xxx. Marwan Mahdi Salah Al-Rawi (a/k/a Marwan Alrawi; a.k.a. Marwan Mahdi al-Rawi)
- yyy. Redin Exchange (a/k/a Redin Danışmanlık İç Ve Dış Ticaret Limited Şirketi)
- zzz. Abdallah Yusuf Faisal Sabri (a/k/a Abdallah Sabri)

- aaaa. Mahir Jawad Yunis Salah (a/k/a Maher Jawad Yunis Salah a.k.a. Maher Salah)
- bbbb. Sense Sanitary Company
- cccc. Ezat Shahin (a/k/a Izzat Shahin)
- dddd. Zuhair Shamlakh (a/k/a Zuhir Yunes Hammed Shamalch; a.k.a. Zuheir Shamlakh; a.k.a. Zahir Younes Shmalach)
- eeee. Ahmed Shamlakh (a/k/a Ahmed Abd al-Rahman Ahmed; a.k.a. Ahmad Shabbir Shamlakh; a.k.a. Ahmad Shamallakh)
- ffff. Alaa Shamlakh (a/k/a Ala' Yunis Hamid Shamallakh; a.k.a. Alla Y. H. Shamallakh)
- gggg. Imad Younes Shamlakh (a/k/a Imad Y. Shamallakh)
- hhhh. Amer Kamal Sharif al-Shawa (a/k/a Amar Al-Shava; a.k.a. Amer Alshava; a.k.a. Amer Al-Shava; a.k.a. Amer Al-Shawa; a.k.a. Amer Kamel Alshawa)
- iiii. Yahya Sinwar (a/k/a Yehya al-Sinwar; a.k.a. Yahya Ibrahim Hassan Sinwar; a.k.a. Yehia Sinwar; a.k.a. Yehiyeh Sinwar)
- jjjj. Smart Import Export Foreign Trade Limited Company (a/k/a Smart İthalat İhracat Dis Ticaret Limited Şirketi)
- kkkk. Smart İthalat İhracat Diş Ticaret Limited Şirketi (a/k/a Smart Import Foreign Trade Limited Company)
- llll. Ismael Tash (a/k/a Ismail Salman Mosleh; a.k.a. Isma'il Tash)
- mmmm. Tikkno Plus Ic Ve Dis
- nnnn. Trend Gayrimenkul Yatirim Ortakligi A.S. (a/k/a Anda Gayrimenkul; f.k.a. Anda Real Estate And Construction Industry Trade Limited Company; f.k.a. Anda Turk; f.k.a. Anda-Turk; f.k.a. Anda-Turk Co.; a.k.a. Trend Gayrimenkul Yatirim Ortakligi A.S.; a.k.a. Trend Gayrimenkul Yatirim Ortakligi Anonim Şirketi; a.k.a. Trend Real Estate Investment Partnership; a.k.a. Trend Real Estate Investment Partnership, Joint Stock Company)
- oooo. Faris al-Umari
- pppp. Uzmanlar Co.
- qqqq. Vahid Suleiman
- rrrr. Al Wefaq Co. For Exchange
- ssss. Jihad Muhammad Shaker Yaghmour (a/k/a Jihad Yaghmour; a.k.a. Jihat Yahgmur; a.k.a. Cihat Yagmur; a.k.a. Jihat Yagmur)
- tttt. Bulent Yildrim
- uuuu. Mahmoud Khaled al-Zahar (a/k/a Mahmoud Khaled Zahhar; a.k.a. AL ZAHAR, Mahmoud Khaled al Zahar; a.k.a. Mahmoud Khaled Zahhar; a.k.a. Mahmoud al-Zahar; a.k.a. Mahmoud Zahar; Mahmoud Khaled Zahhar; a.k.a. Mahmoud Khaled al Zahar; a.k.a. Mahmoud Khaled Zahhar; a.k.a. Mahmoud Khaled al Zahar; a.k.a. Mahmoud al-Zahar; a.k.a. Mahmoud Zahar)
- vvvv. Abdul Fattah al Zari'i

3. All documents reflecting relevant policies and procedures Defendant had in place during the relevant time period that related to preventing or detecting money laundering and terror financing.

4. All documents consulted, referenced, or otherwise used to prepare a response to Plaintiffs' First Set of Interrogatories in the above-captioned matter.

Dated: February 6, 2025

Respectfully Submitted,

*/s/ Michael A. Petrino*

---

Michael A. Petrino (*pro hac vice*)  
Jonathan E. Missner (*pro hac vice*)  
STEIN MITCHELL BEATO & MISSNER LLP  
2000 K St., NW, Suite 600  
Washington, D.C. 20006  
Telephone: (202) 737-7777  
Facsimile: (202) 296-8312  
mpetrino@steinmitchell.com  
jmissner@steinmitchell.com

Gary M. Osen  
Michael J. Radine  
Dina Gielchinsky  
Aaron Schlanger  
OSEN LLC  
190 Moore Street, Suite 272  
Hackensack, NJ 07601  
Telephone: (201) 265-6400  
Facsimile: (201) 265-0303  
gosen@osenlaw.com  
mradine@osenlaw.com  
dgielchinsky@osenlaw.com  
aschlanger@osenlaw.com

Gavriel Mairone  
Adora Sauer (*pro hac vice*)  
MM~LAW LLC  
980 North Michigan Avenue, Suite 1400  
Chicago, IL 60611  
Tel: (312) 253-7444  
Fax: (312) 275-8590  
ctlaw@mm-law.com

*Counsel for Plaintiffs*

**CERTIFICATE OF SERVICE**

I hereby certify that on February 6, 2025, a true copy of the foregoing document was served on counsel of record for Defendant by email as set forth below:

Steven T. Cottreau  
[scottreau@jonesday.com](mailto:scottreau@jonesday.com)  
Gabrielle E. Pritsker  
[gpritsker@jonesday.com](mailto:gpritsker@jonesday.com)  
Jones Day  
51 Louisiana Avenue, N.W.  
Washington, D.C. 20001

Fahad A. Habib  
[fahabib@jonesday.com](mailto:fahabib@jonesday.com)  
Paul C. Hines  
[phines@jonesday.com](mailto:phines@jonesday.com)  
Emily G. Knox  
[egoldbergknox@jonesday.com](mailto:egoldbergknox@jonesday.com)  
Jones Day  
555 California St.  
26th Floor  
San Francisco, CA 94107

Mark G. Hanchet  
[mhanchet@mayerbrown.com](mailto:mhanchet@mayerbrown.com)  
Robert W. Hamburg  
[rhamburg@mayerbrown.com](mailto:rhamburg@mayerbrown.com)  
Mayer Brown LLP  
1221 Avenue of the Americas  
New York, NY 10020

/s/ Michael A. Petrino